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REQUEST FOR PROPOSALS
Solution for Enterprise Electronic Payment Processing System

- ❖ ISSUE DATE: **8/29/2018**
- ❖ QUESTION SUBMISSION DEADLINE: 9/5/2018
- ❖ VIA EMAIL TO: DSPRINGER@CITY-BUFFALO.COM
- ❖ ANSWERS POSTED TO CITY OF BUFFALO WEBSITE (WWW.CITY-BUFFALO.COM/BIDS): 9/12/2018
- ❖ PRE-PROPOSAL CONFERENCE: 9/19/2018
- ❖ DIVISION OF PURCHASE, 65 NIAGARA SQUARE, ROOM 1901 CITY HALL, BUFFALO, NY 14202
- ❖ **PROPOSAL SUBMISSION DATE: 10/3/2018**

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All Appendices Must Be Completed and Returned with your Proposal:

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Appendix 2: Living Wage Commissioner Application for Contract with the City of Buffalo

Appendix 3: Form 2A- Bidders Affirmative Action Statement

Appendix 4: Technology Confidentiality and Non-Disclosure Agreement

1 Introduction

The City of Buffalo (City), through its Management Information Systems Department, has issued this Request for Proposals (RFP) seeking proposals for a total solution that will standardize electronic payment processes, including on-line and point of sale transactions.

Located in Upstate New York, the City of Buffalo is the second largest city in the State of New York. The City of Buffalo has a population of over two hundred sixty thousand (260,000) people and is experiencing an exciting period of growth, rebirth, and redevelopment within its boundaries.

Currently, the City processes on-line payments for certain revenue sources on its website using an ASP.NET application which is housed internally. This application acts as a payment gateway that interacts with 3rd party payment processors for credit card payments and internal applications. The payment portal was designed in 2007 to provide citizens an efficient way of making online payments of their property tax, sewer, user fee, parking tickets, and adjudication summonses. Currently, we are well past the expected useful lifespan of this application and it no longer delivers all the current and future functionality the City and its resident's desire. The City is seeking proposals for a creative and comprehensive solution that provides a more efficient and effective environment for making all current and future payments to the City.

2 Scope of Services

2.1 Project Goals

The primary goals of this project are to replace the City's current payment portal with new, improved and standardized electronic payment processes, including on-line and point of sale transactions, within one comprehensive and agile solution; replace in-house point-of-sale system; and consolidate all credit card processing down to one processor. The City desires a new framework in which to streamline and efficiently acquire/provide information in a rapid and organized manner from end-users.

The solution must include a payment portal that is intuitive and provides the user, regardless of his/her skill set, with the desired information or service with minimal effort and confusion.

The functionality of the proposed solution must include:

- 1) Payment cart – The payment cart that will process payments for one-time payments.
- 2) User Portal – A user-friendly portal that makes it easy to pay all City-related bills, fees, and summonses online.
- 3) Scheduled and recurring (auto) payments – This component allows users to schedule their current year's payments and/or enroll into indefinite, recurring payments from the same account for ACH and credit card transactions.
- 4) Integration with the City's Current Cashiering System

Administrative access– This functionality would allow the City to administer and process all aspects of the previous modules including processing of all credit card and ACH payments.

Current Statistics

Payment Types	Online Transactions	Online Revenue Collected	POS Revenue Collected	# of POS Terminals
City Tax/Sewer Rent	85,494	\$31,437,211	Included In Online Revenue	0
Parking Ticket	260,832	\$6,853,158	\$4,840,137	1
User Fee (Garbage)	313,645	\$8,670,869	\$18,733,377	0
Adjudication (Code Enforcement)	1,693	\$187,546	\$14,424	0
Renewal Dog Licenses	357	\$5,206	\$550	0
Occupancy Tax	4	\$339	\$2,538	0
Birth/Death Records (3 rd Party)				1
Civil Service Exams	2,539	\$56,375.00	Included In Online Revenue	0
Totals	664,564	\$47,210,704	\$23,591,026	2

2.2. Project Objectives

The primary objectives for this project are:

- Evaluate and select an Offeror for a new Enterprise Electronic Payment Processing solution
- Implement an integrated process and system solution that includes on-line and point of sale transactions
- Allow anyone and everyone to make payments on all bills, fees, and summonses owed to the City in an intuitive fashion which makes it convenient for them and cost effective for the City.

2.2.1 Deployment Strategy

The selected Offeror must provide an effective deployment strategy and plan that takes into consideration the resources available from the City. This plan should take into consideration the need for the City to provide this solution in the most secured and cost effective manner to both the City and the end-users.

The selected Offeror must install any machines, equipment and software and make all necessary arrangements so that the City of Buffalo will remain operational for merchant card transactions starting on a mutually agreed upon date & time to be established after Offeror selection.

2.2.2 Existing Infrastructure

Currently, the City accepts on-line payments for some revenue sources on its website using an internally hosted VB.NET application. This application acts as a payment gateway that interacts with 3rd party payment processors for credit card payments and internal applications. For ACH payments, the interface is between the City's internal application and the Bank. The City has two POS terminals for payment transactions.

The City currently takes online payments as defined in the table below.

Process	Payments	Online	POS
General Bill to Reconciliation	Tax/Sewer Bill	Yes	Yes
Summons to Reconciliation	Parking Tickets	Yes	Yes

Fee to Reconciliation	Birth/Death Records	Yes	Yes
General Bill to Reconciliation	User Fee (Garbage Bill)	Yes	Yes
Summons to Reconciliation	Adjudication (Code Enforcement)	Yes	Yes
Fee to Reconciliation	Civil Service Fees (Exams)	Yes	Yes
Fee to Reconciliation	Animal Service Fees (Dog Licenses)	Yes	Yes
Fee to Reconciliation	Occupancy Tax Fee	Yes	Yes

2.3. Requirements and Scope of Work

Offerors responding to this Request for Proposals must identify four (4) distinct sections for the City's consideration of their solution:

- 1) Application integration with current environment
- 2) Payment portal solution and its various components
- 3) Maintenance, support and upgrade plan
- 4) Employee training.

Offerors may respond to all requirements of this Request for Proposals or partner with another firm to provide a comprehensive response.

While a single solution provider is desired, the City reserves the right to award the entire project to a single Offeror or split the award between separate Offerors for completion of specific portions of the project.

2.3.1 Offeror Responsibilities

To the extent that City participation is required for the successful completion of any of the tasks contained herein, the proposal must contain a specific description and detail of where such participation would be required, including but not limited to, any and all City services, materials, equipment, costs, and manpower, including the approximate number of hours that would be necessary. Notwithstanding the foregoing, the successful Offeror(s) shall be responsible for each of the following tasks:

- Implement a new payment portal for the City of Buffalo.
- Provide a project plan for all phases of the payment portal project.
- Provide a staging site to run and test the application prior to launch.
- Ongoing maintenance and update plan.
- Offeror must install any machines, equipment and software and make any necessary arrangements so that the City of Buffalo will remain operational for merchant card transactions starting on a mutually agreed date & time to be established after Offeror selection.
- Provide training to administrators and staff.
- Provide any additional information which will be beneficial to the City of Buffalo in the evaluation process.

2.3.2 Detailed RFP Responses

2.3.3 Assumptions

The Offeror must clearly define any assumptions made in preparation of this RFP proposal.

2.3.4 Advantages of Proposed Solution

The Offeror should describe the advantages of the proposed solution to the City of Buffalo and how these relate to the City's overall project scope and objectives.

2.3.5 Project Costs and Pricing Options

The Offeror must detail its pricing and payment terms in line with the project deliverables and milestone dates. The proposal must provide a detailed breakdown of charges for each service, product, and license, whether offered directly or indirectly through a third party. An explanation of how cost overruns will be treated in the event of targets not being met must accompany this quotation. If applicable, the Offeror should provide for multiple pricing options (i.e. enterprise, concurrent users, named users, etc.) and detail each of the options.

2.3.6 Degree of Fit

The Process & System/Automation Requirements (see Section 2.6 – *Process & System/Automation Requirements*) must be completed, with reference comments made to describe what functionality CANNOT be delivered in the current version of the proposed solution and what will be required to address the gap(s). The process & System/Automation requirements are organized based on the City's Enterprise Process Architecture and grouped by object, process and procedure.

2.3.7 On-Going Support

Training and "Helpline" locations must be identified along with Sales offices. The Offeror should describe its various support options and recommend the preferred support option for the City of Buffalo based on its proposed solution.

The following values should be used in response to each individual specification.

Place a "Y" in the response column if this is a **standard feature / function** offered in your base system price to the City. For this response, the City will hold the Offeror responsible for delivering that feature or function in its proposed package.

Place a "Z" in the response column if this is **not a standard feature / function but the Offeror is willing to include this feature at no additional cost**.

Place an "M" in the response column if this is not a **standard feature / function but the Offeror is willing to include this feature at an additional cost**.

Place an "N" in the response column if this is **not a standard feature / function**. Requirements therefore cannot be provided.

Place a "T" in the response column if this **feature / function will be provided by a third party**.

Xrf – Enter reference code number where a comment has been entered to provide additional clarification to the response

Reference #	Requirement	Response (Y,Z,M,N,T)	Xrf
	Toll Free Support Phone Number		
	24x7 Support		

	Software/Application Support		
	Hardware Support & Replacement		
	Remote diagnostic support software		
	Remote diagnostic support hardware		
	Documented escalation procedures		
	Dedicated Tier 2 (Mid-Level expertise) support staff		

2.3.8 Internal Information Technology Production Environment Support

Identify the various skill sets (e.g. Database Administrator, etc.) required by the City (i.e. IT and/or Operating Department) to properly maintain the system on a day-to-day basis.

2.3.9 Written Documentation

The Offeror must describe all technical and user documentation that will be provided. In addition, the Offeror must describe the policy and procedure regarding maintenance and enhancements to the documentation. The Offeror must also identify any additional or optional documentation that may be deemed beneficial to the City of Buffalo and the associated costs for such documentation.

2.4.0 Product Maintenance

If the Offeror proposes any specific products, either directly or through third parties, the Offeror must describe the past frequency of new product release updates (not to include Patches), the frequency with which the City of Buffalo can expect to receive new product release upgrades (e.g. Yearly, Quarterly), Offeror release support terms (# of previous versions supported). A description of how the Offeror collects customer input on new features that should be implemented in new releases is also required. Please refer to section 3.6.7 for fee structure.

For proposed solutions that include software provided by third parties, the Offeror should address the following issues:

- How does the contracted Offeror expect to handle releases of third-party software?
- What is the extent of the contracted Offeror's responsibility for software originating with other suppliers?

2.4.1 Project Management Methodology and Implementation Plan

The Offeror should describe its project management strategy and methodology as well as provide example deliverables for all major project milestones, including but not limited to the following:

- Project Planning Process – include examples of deliverables
- Frequency of project meetings
- Action Item Tracking
- Issues Tracking
- Status Reporting
- Project Change Management
- Problem Resolution

The Offeror is responsible for providing to the City of Buffalo a proposed Design and Implementation plan. This plan will adhere to the City of Buffalo timelines and will include any and all associated consulting work either by the Offeror

or a third party. The implementation plan will be reviewed as part of the selection process. The Offeror's proposed implementation plan must include:

- Implementation methodology and approach – include examples of deliverables
- Project management, communications, change management and reporting
- Business process design and system configuration
- Hardware and software training and development of standard procedures
- Overall project schedule with detailed timeline
- Proposed number of Offeror consultants and résumés for each detailing their qualifications and experience relevant to this implementation
- Identification of certified Disadvantaged Business Enterprise (DBE) firms to be included in Offeror's project team and description of the work they are to perform
- Expected deliverables and assumptions
- Required skill sets to ensure that the City can perform future maintenance support and release upgrades with minimal to no Offeror consulting.
- Other areas critical to project success not defined above.

The Offeror must describe in detail how it will assist the City of Buffalo in accomplishing the above areas. The Offeror must provide the proposed number of onsite personnel and include information on the individuals' relevant training, experience and qualifications in their résumés. The City of Buffalo implementation team, which will be responsible for managing this project throughout the entire engagement, reserves the right to request different people if the selected individuals do not meet or perform to our expectations.

2.4.2 Strategic Direction

The Offeror should describe its current technological and business functionality environment as well as any strategic direction determined critical to the Offeror's long term success and viability in the marketplace. This analysis should include a description of how this implementation or project fits into the Offeror's strategic business plan and must answer the following questions:

- What differentiates the Offeror from its competitors?
- Why should the City of Buffalo select and implement the Offeror's integrated business systems versus that of other Offerors?

2.4.3 Annual Reports

Please provide documentation to include recent annual reports or comparable documentation if company is privately held.

2.5 Payment Portal Specifications

Overall Goals for the Online Payment Portal

1. Provide a secured, PCI compliant, responsive payment process that can handle the demands of the City's payment processing needs.
2. 100% uptime with the exception of scheduled maintenance.
3. Offer a streamlined and easy to use workflow with clear instructions and end user "help" functionality.
4. Interface with existing payment applications to present real time billing information OR Offeror must present alternate applications to present real time billing information.

5. Process both ACH and credit card payments
6. Process third party payments (Apple Pay, PayPal, Google Pay, etc.)
7. Offer recurring payments functionality
8. Provide an import file for the City to run its reconciliation processes.
9. A user friendly administrative tool to manage payments, bills and users.

General required functionality:

1. Must operate over HTTPS
2. PCI compliant
3. 508/ADA compliant
4. Look and feel must be consistent with City of Buffalo website (<https://www.buffalony.gov>).
5. Browser-agnostic
6. Responsive over all devices

2.5.1 User Portal & Schedule and Recurring Payments

Users must be able to register accounts in order to schedule payments or recurring payments. This segment must retrieve information from the City receivables program via web services and display them in the user interface. The required functionality includes:

- 1) Register City parcel(s), vehicles, and other items against which to make payments. A web service to search for available parcels must be provided. Existing registered items must be converted to the new system and remain connected to each registered user account.
- 2) Notification emails
 - a. Confirmation of scheduled payments/recurring payments
 - b. Alert reminder sent to a customer of an upcoming scheduled payment/recurring payment to be processed using a configurable amount of days prior to process date
 - c. Payment processed successfully
 - d. Payment decline alert for credit card payments
 - e. ACH payment reject alert for ACH payments

2.5.2. Administrative Requirements

Administrative functions must be available to City Employees via the website and must be password protected with an individual profile for each administrative user.

2.6. Process & System/Automation Requirements

The following sections describe the key processes, procedures and system features/functionality that will be required to deliver the City's new Process & System Solution for Enterprise Electronic Payment Processing.

The following values should be used in response to each individual specification.

Place a "Y" in the response column if this is a **standard feature/function of the solution/system** offered in your base system price to the City. These features must be currently in use at other client sites, and no user programming or use of a supplied report writer is required. For this response, the City will assume that the specification is met by the package, the requirement can be demonstrated by the Offeror, and will hold the Offeror responsible for delivering that feature or

function in its proposed package.

Place a “**Z**” in the response column if this is **not a standard feature/function** of the current release of the solution/system **but the Offeror is willing to customize/configure the system/solution** to include this feature **at no additional cost** or the **feature / function will be available in the next release** of the solution/system.

Place an “**M**” in the response column if this is not a **standard feature/function** of the current release of the solution/system **but the Offeror is willing to customize/configure the system/solution** to include this feature **at an additional cost**.

Place an “**N**” in the response column if this is **not a standard feature/function even with custom modifications** and is **not in the next release of the solution/system**. Requirements therefore cannot be provided.

Place a “**T**” in the response column if this **feature/function will be provided by a third party**.

Xrf – Enter reference code number where a comment has been entered to provide additional clarification to the response.

Column Title	Description
Reference #	The reference number is used for reference purposes only. They are not in sequential order of importance.
Requirement	In this column is where the functionality requirement is located that the Offeror must provide a response to in the Response column.
Response (Y,Z,M,N,T)	Enter in this column a value listed above for each individual specification.
Xrf	Enter in this column a reference code number where a comment has been entered to provide additional clarification to the response.

2.6.1 PROCESS AREA - Collections and Receivables

This service is a group of processes that manage the collection and application of payment for City services, fees, fines.

2.6.1.1 PROCESS - Bills to Reconciliation

The purpose of this process is to collect and apply Customer payments and Fees to the appropriate subsidiary customer and General Ledger accounts.

2.6.1.1.1 PROCEDURE – Integrate Bills for Payment

The purpose of this procedure is to ensure that the Electronic Payment Processing Solution has an accurate record of bills in order for customers to make payments online.

Reference#	Requirement	Requirement Type	Response (Y,Z,T,N)	Xrf
2.6.1.1.1.1	The ability to accept a bill file in the .txt or .csv file format containing billing information specified by the City	System Interface/Data Integration		
2.6.1.1.1.2	The ability to associate/register multiple bills to a user of the portal	System Interface/Data Integration		
2.6.1.1.1.3	The ability to query real time billing information via web	System Interface/Data Integration		

	services			
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2.6.1.1.2 PROCEDURE - Transfer Credit Card Information

The purpose of this procedure is to provide credit card payment information to the credit card processor. This is done currently by swiping a credit card at a point of sale/credit card device for processing.

Reference#	Requirement	Requirement Type	Response (Y,Z,T,N)	Xrf
2.6.1.1.2.1	The ability to process Credit Card transactions using a point of sale/credit card terminal	Hardware/Equipment		
2.6.1.1.2.2	The ability to swipe or manually enter Credit Card information at a provided point of sale/credit card terminal	Hardware/Equipment		
2.6.1.1.2.3	The ability to integrate the point of sale/credit card terminal with the City's cashing or other 3rd party system	System Interface/Data Integration		

2.6.1.1.3 PROCEDURE - Verify Credit Card Payment for Terminal

Reference#	Requirement	Requirement Type	Response (Y,Z,T,N)	Xrf
2.6.1.1.3.1	The ability for a point of sale/credit card terminal to verify that the credit card information provided is valid and funds are available for processing	System Interface/Data Integration		
2.6.1.1.3.2	The ability for a point of sale/credit card terminal to return a message or prompt to a cashier that credit card information has been rejected	System Interface/Data Integration		

2.6.1.1.4 PROCEDURE - Generate Receipt

The purpose of this procedure is to produce accurate receipts of the credit card transaction that has taken place.

Reference#	Requirement	Requirement Type	Response (Y,Z,T,N)	Xrf
2.6.1.1.4.1	The ability to provide a receipt of payment from the point of sale/credit card terminal	Hardware/Equipment		

2.6.1.1.5 PROCEDURE – Settle Daily Receipts

The purpose of this procedure is to reconcile cash, check, and credit card payments to entries made in the cash register or POS system

Reference#	Requirement	Requirement Type	Response (Y,Z,T,N)	Xrf
2.6.1.1.5.1	The ability for credit card machine to automatically settle at a City specified time	Hardware/Equipment		
2.6.1.1.5.2	The ability for credit card machine to be settled manually by a cashier	Hardware/Equipment		
2.6.1.1.5.3	The ability to print out a settlement report from the	Hardware/Equipment		

	credit card machine on demand			
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2.6.1.1.6 PROCEDURE – Generate Payment Files

The purpose of this procedure is for the payment processor to generate payment files indicating the bill type, customer identifier, and payment amount to be applied to the City's bank account.

Reference#	Requirement	Requirement Type	Response (Y,Z,T,N)	Xrf
2.6.1.1.6.1	The ability to generate a daily Payment File indicating all credit card payments made at the point of sale credit card terminal or made via online portal	Decision Criteria/Business Rule		
2.6.1.1.6.2	The ability to generate payment files in alignment with the bank's cut off times and deposit rules	Decision Criteria/Business Rule		

2.6.1.1.7 PROCEDURE – Apply Payment to Bank

The purpose of this procedure is for the payment processor to generate payment files indicating the bill type, customer identifier, and payment amount to be applied to the City's bank account.

Reference#	Requirement	Requirement Type	Response (Y,Z,T,N)	Xrf
2.6.1.1.7.1	The ability to deposit payments into bank accounts used by the City	Other		
2.6.1.1.7.2	The ability to specify which bank accounts credit card deposits are made to	System Interface/Data Integration		

2.6.1.1.8 PROCEDURE – Create/Modify Customer Payment Account

The purpose of this procedure is to establish a complete and accurate payment account to be used for submitting electronic payments.

Reference#	Requirement	Requirement Type	Response (Y,Z,T,N)	Xrf
2.6.1.1.8.1	The ability to create a Customer Payment account which can be used to submit electronic payments and store payment information for scheduled/recurring payments.	Business Form/User Interface		
2.6.1.1.8.2	The ability to establish scheduled or recurring payments for both ACH and credit cards on dates specified by the Customer	Business Form/User Interface		
2.6.1.1.8.3	The ability for Customers to select an option to be notified when scheduled or recurring payments are being made.	Decision Criteria/Business Rule		
2.6.1.1.8.4	The ability to set up notifications when Customer payments are due and/or when payments are made in full through a variety of	Business Form/User Interface		

	communication options (i.e. Email, Text)			
2.6.1.1.8.5	The ability to modify Customer Payment Account information at any time with changes reflected real-time.	Business Form/User Interface		
2.6.1.1.8.6	The ability to notify the Customer in real-time if the ACH Account Information or Credit/Debit Card information entered is valid or invalid.	Decision Criteria/Business Rule		
2.6.1.1.8.7	The ability to retain customer contact information, whether a one-time guest or customer account, in order to follow up with Customer at a later point if necessary.	Business Form/User Interface		
2.6.1.1.8.7	Ability to pay by third party services	Business Form/User Interface		

2.6.1.9 PROCEDURE – Access Payment Page

The purpose of this activity is for a Customer to access the payment page in order to make online payments.

Reference#	Requirement	Requirement Type	Response (Y,Z,T,N)	Xrf
2.6.1.1.9.1	The ability to incorporate City of Buffalo branding and link to the City's website page to reassure Customers that the payment is associated with the City of Buffalo	Business Form/User Interface		
2.6.1.1.9.2	The ability for a customer to access the payment processor as a one-time guest user	Decision Criteria/Business Rule		
2.6.1.1.9.3	The ability for a customer to access the payment processor as a logged in user with saved billing and payment information	Decision Criteria/Business Rule		

2.6.1.1.10 PROCEDURE – Submit Electronic Payment

The purpose of this procedure is to allow Customers to make electronic payments to the City

Reference#	Requirement	Requirement Type	Response (Y,Z,T,N)	Xrf
2.6.1.1.10.1	The ability to submit a credit card, third party pay application, (PayPal, Apple Pay, etc.), debit card, or ACH payment electronically	Business Form/User Interface		
2.6.1.1.10.2	The ability to verify that Customer provided ABA number for ACH payments is valid	Decision Criteria/Business Rule		
2.6.1.1.10.3	The ability to have customer make a partial payment	Decision Criteria/Business Rule		
2.6.1.1.10.4	The ability to restrict the customer to only pay up to the amount owed	Decision Criteria/Business Rule		
2.6.1.1.10.5	The ability to pay for multiple bill & fee types in one payment transaction	Business Form/User Interface		
2.6.1.1.10.6	The ability to restrict when a payment can be scheduled for processing	Decision Criteria/Business Rule		

2.6.1.1.11 PROCEDURE – Verify Credit Card Payment

The purpose of this procedure is to verify and process a credit/debit card payment for the amount specified by the Customer

Reference#	Requirement	Requirement Type	Response (Y,Z,T,N)	Xrf
2.6.1.1.11.1	The ability to verify that customer-provided Debit/Credit Card information is valid and that funds are available for the payment amount	System Interface/Data Integration		
2.6.1.1.11.2	The ability to provide real-time notification of an invalid card if it cannot be verified	Business Form/User Interface		
2.6.1.1.11.3	The ability to provide a reason for failed verification	Business Form/User Interface		
2.6.1.1.11.4	The ability to redirect Customer to Customer Payment Account to modify stored payment information or redirect Customer to Submit Electronic Payment to provide an alternate form of one-time payment			

2.6.1.1.12 PROCEDURE – Display/Send Confirmation

The purpose of this procedure is to show confirmation for the Customer that the payment transaction is successful. This can be done through a page loading showing the information and/or a confirmation email is sent to Customer and associated Department if desired.

Reference#	Requirement	Requirement Type	Response (Y,Z,T,N)	Xrf
2.6.1.1.12.1	The ability to display a confirmation of payment after successful payment is made	Business Form/User Interface		
2.6.1.1.12.2	The ability for customers to receive notification of payments received via email and/or other electronic messaging	Business Form/User Interface		
2.6.1.1.12.3	The ability to define what is printed on the customer's credit card bill for each receivable type. The bill should show the amount paid	Configuration		
2.6.1.1.12.4	The ability for the City to specify the text that is included in the payment confirmation message page, e-mail and other electronic notifications	Configuration		

2.6.1.1.13 PROCEDURE – Generate & Send Payment Files

The purpose of this procedure is for the payment processor to generate payment files indicating the bill type, customer identifier, and payment amount to be applied. Payments will be applied to the customer subsidiary account (for billed types: tax, user fee and general) and General Ledger (for all types).

Reference#	Requirement	Requirement Type	Response (Y,Z,T,N)	Xrf
2.6.1.1.13.1	The ability to generate a payment file indicating the	System Interface/Data Integration		

	Payment Type, Payment Amount, Payment Method, Customer Identifier, Account Identifier, and Unique Invoice/Bill Identifier			
2.6.1.1.13.2	The ability to generate one or more payment files based on City specified cut off time periods and in alignment with amounts deposited to the bank	System Interface/Data Integration		
2.6.1.1.13.3	The ability to access/view Payment Files for reference and reconciliation purposes	System Interface/Data Integration		
2.6.1.1.13.4	The ability by the City to define the frequency of payment file transmissions which includes all files for different receivables	System Interface/Data Integration		
2.6.1.1.13.5	The ability to resend a file if a transmission fails (i.e. corrupt file, missed timeframe to receive file)	System Interface/Data Integration		
2.6.1.1.13.6	The ability to format a payment file or interface to update the City's financial general ledger	System Interface/Data Integration		

2.6.1.1.14 PROCEDURE – Collect ACH Payments

The purpose of this procedure is for payment processor to collect ACH payments by verifying and clearing payment transactions

Reference#	Requirement	Requirement Type	Response (Y,Z,T,N)	Xrf
2.6.1.1.14.1	The ability for the City to specify how NSF rejections are handled (attempts to re-collect)	Decision Criteria/Business Rule		
2.6.1.1.14.2	The ability to collect ACH payments by verifying and clearing payment transactions	System Interface/Data Integration		
2.6.1.1.14.3	The ability to transfer received payments to the City's specified bank account(s) on the same day as the final processing of the credit card or debit card transaction	Decision Criteria/Business Rule		
2.6.1.1.14.4	The ability to specify different City Bank Accounts for each Service Type (i.e. User Fee, Tax Bill)	Decision Criteria/Business Rule		
2.6.1.1.14.5	The ability for the Bank(s) specified by the City to credit the entire amount total for a given day (i.e. not deposit by deposit)	Decision Criteria/Business Rule		

2.6.1.1.15 PROCEDURE – Cancel Electronic Payment

The purpose of this procedure is to allow the Customer to cancel an electronic payment that has not already been processed

Reference#	Requirement	Requirement Type	Response (Y,Z,T,N)	Xrf
2.6.1.1.15.1	The ability to permit customers to cancel an	Business Form/User Interface		

	electronic payment up to the City's specified payment cut off times			
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2.6.1.1.16 PROCEDURE – Contact Customer Support

The purpose of this procedure is to provide the Customer with the ability to contact the Payment Processor if issues occur when attempting to make an electronic payment. Examples include receiving a site error, payment is not accepted, etc.

Reference#	Requirement	Requirement Type	Response (Y,Z,T,N)	Xrf
2.6.1.1.16.1	The ability for Customers to contact the Offeror's Customer Support instead of internal City staff via multiple communication modes if issues arise while attempting to submit electronic payment (i.e. email, chat, text and/or phone).	Business Form/User Interface		

2.6.1.1.17 PROCEDURE – Issue Credit Card Refund

The purpose of this procedure is to complete a customer refund for a payment initially done through a credit card.

Reference#	Requirement	Requirement Type	Response (Y,Z,T,N)	Xrf
2.6.1.1.17.1	The ability to allow City designated users the ability to issue a full refund for a credit card transaction	Business Form/User Interface		
2.6.1.1.17.2	The ability to issue a partial refund for a credit card transaction	Business Form/User Interface		
2.6.1.1.17.3	The ability to query credit card transactions by payment type, date, or customer	Reporting		
2.6.1.1.17.4	The ability to restrict by user/role the capability to complete refunds	Security (User Permissions/Access, Compliance)		

2.6.1.1.18 PROCEDURE – Bank Billing Import

Reference#	Requirement	Requirement Type	Response (Y,Z,T,N)	Xrf
2.6.1.1.18.1	Accept electronic payments from bill payer servicing companies generated from your individual bank's (Bank Billing Import)	Business Form/User Interface		

3 General Instructions

3.1. General Invitation

The City invites Offerors to submit written proposals for the design and implementation of a solution that will standardize electronic payment processes, including on-line and point of sale transactions, within one solution and therefore result in improved efficiency and effectiveness of these processes. Firms with extensive experience in payment processes and online portals are encouraged to respond.

Offerors shall submit their proposal to Department of Management Information Systems by no later than **OCTOBER 3, 2018 at 11:00 am**. Offerors shall not submit more than one proposal. Proposals shall be sealed and clearly labeled on front of package “STANDARDIZE ELECTRONIC PAYMENT PROCESS” and delivered to:

**Luis E. Taveras, Ph.D., Chief Information Officer
City of Buffalo Management Information Systems
65 Niagara Square, Room 1201 City Hall
Buffalo, New York 14202**

Proposals are solicited in accordance with the terms, conditions and instructions as set forth in this Request for Proposals. Submission of proposals via telephone, facsimile, e-mail or any other method not specifically provided herein is prohibited. Proposals must be completed in accordance with the requirements of the Request for Proposals. No amendments or changes to proposals will be accepted after the closing date and time. No proposals shall be accepted after the stated deadline. The City reserves the right to reject any or all proposals.

Any material misrepresentation made by an Offeror may void their proposal and eliminate the Offeror’s proposal from further consideration. Any proposal that is based upon violation of federal, state or local law, or deemed by the City, in its sole discretion, to be non-responsive will be eliminated from consideration.

The City shall not be responsible for any expenses or charges incurred by any Offeror in preparing or submitting a proposal, or in their providing any additional information considered necessary by the City in the evaluation of their proposal.

3.2. Schedule

Listed below are anticipated target dates and relevant times by which actions related to this Request for Proposals will be completed. In the event that there is any change or deviation from this schedule, such change will be posted on the City’s website.

EVENT	DATE
Issuing of Request for Proposals	8/29/2018
Written Questions from Offerors Due	9/5/2018
Responses to Questions posted on City website	9/12/2018
Pre-Proposal Conference	9/19/2018
Proposals Due by 11:00 A.M.	10/3/2018

3.3. Request for Proposals Review, Additional Information and Questions

Each Offeror is responsible for carefully examining the Request for Proposals and thoroughly familiarizing themselves with each of the City’s requirements prior to their submission of a proposal to ensure that their responses are in compliance with the solicitation.

Each Offeror is responsible for conducting its own investigations and any examinations necessary to ascertain conditions and requirements affecting the requirements of this Request for Proposals. Failure to perform such investigations and examinations shall not relieve the Offeror from its obligation to comply, in every detail, with all of the provisions and requirements contained in the Request for Proposals.

For purposes of this solicitation, the City’s designee and the Project Manager shall be Daryl Springer, Operations Supervisor with the Department of Management Information Systems (MIS). **Questions regarding the Request for Proposals shall be directed to the City’s designee only.** Any impermissible contact with any other City officer or employee of the City regarding the Request for Proposals during this procurement period shall result in the rejection of any such Offeror’s proposal. Offerors shall communicate in writing only via email to the email address listed in the Request for Proposals. No other communications with the City’s designee regarding the Request for Proposals are

permitted during the procurement period.

All questions, requests for clarification or additional information must be sent by email to **dspringer@city-buffalo.com** and must be received no later than **SEPTEMBER 5th, 2018 at 4:00 pm**. Offerors shall not communicate with the City's designee via any other method or outside of the time period set forth herein.

Questions received from all Offerors will be answered and shared with all Offerors via the City's website at **www.buffalony.gov/bids on SEPTEMBER 12th, 2018**. No other officers, employees, or representatives of the City are to be contacted regarding this Request for Proposals. The City accepts no responsibility for, and the Offeror agrees not to rely upon, any verbal or written statements or representations from any other person, whether or not employed by the City.

The City may, in its sole discretion, also elect to provide both the question(s) and the written answer(s) to all known Offerors via e-mail. Offerors are solely responsible for ensuring that the City has accurate contact information, including e-mail address for the receipt of such correspondence. The City does not assume any responsibility for undelivered e-mails or for the receipt of any communication sent to any Offeror.

3.4. Addenda and Modifications

The City reserves the right, in its sole discretion, to amend this Request for Proposals at any time prior to the deadline for submission of the proposals. In the event that it becomes necessary to revise or expand upon any part of this Request for Proposals, all addendums, amendments, and interpretations will be made in writing and posted on the City's website at www.buffalony.gov/bids. In addition, the City may mail or fax to all who are known by the City to have received the Request for Proposals. It is the sole responsibility of the Offeror to ensure that the City has accurate contact information and to review the website for any such addendums, amendments, interpretations and/or modifications.

All addendums amendments, interpretations and/or modifications shall be incorporated as part of the Request for Proposals as though they were originally set forth. No addenda will be issued later than forty-eight (48) hours prior to the date and time for the receipt of proposals, except an addenda withdrawing the Request for Proposals, or addenda for postponement of the due date and/or time. The City does not assume any responsibility for the receipt of information sent to any Offeror.

Any information supplied by the City relative to this Request for Proposals must be considered in preparing proposals. All other contacts that a Offeror may have had before or after receipt of this Request for Proposals with any individuals, employees, subcontractors, consultants or representatives of the City and any information that may have been read in any news media or seen or heard in any communication facility regarding this Request for Proposals should be disregarded in preparing proposals.

3.5. Proposal Format

Offerors are advised to adhere to the submittal requirements of the Request for Proposals as specified in section 3.6 of the Request for Proposals. Failure to comply with the instructions of this Request for Proposals may be cause for rejection of the noncompliant Proposal. Offeror must provide information in the appropriate areas throughout the Request for Proposals. Submission of an Offerors proposal in response to this Request for Proposals constitutes acceptance of all requirements outlined in the Request for Proposals.

Two (2) proposals, one (1) original and one (1) copy, must be prepared on 8" X 11" letter size paper, printed double-sided, and bound on the long side. One (1) Flash Drive or other electronic media containing an Adobe Portable Document Format (PDF) version of all proposal materials must also be provided. All proposals should be electronically generated and the original printed and signed in ink. Each page of the Proposal must be numbered in a manner so it can be uniquely identified. Legibility, clarity and completeness are required.

The proposal must be signed by individual(s) legally authorized to bind the Offeror(s) and must contain a statement that the proposal and the prices contained therein will remain firm for a period of one hundred eighty (180) days after receipt by the City. In addition, Offeror must state whether it is willing to hold pricing beyond this period, and if so, for how long.

3.6. Required Content

3.6.1 Cover Letter

All Offerors or their authorized representative shall prepare and sign a cover letter. Submission of the letter shall constitute a representation by the Offeror that it is willing and able to perform the services described in the Request for Proposals and their proposal.

The cover letter must explain the Offeror's understanding of the City's intent and objectives and how the Offeror's proposal would achieve those objectives. It must discuss the Offeror's plan for implementing and monitoring the solicited services, approach to project management, strategies, tools and safeguards for ensuring performance of all required services, equipment, software and firmware considerations, training and ongoing support, and any additional factors for the City's consideration.

3.6.2 Company Profile

Offeror must also submit a brief description of Offeror's firm, which must include:

1. Name, mailing address, email address, telephone number and fax number of the primary contact person for firm;
2. A brief description of firm, including the number of years in business, major business lines, major markets served, company history, relevant operating segments, primary vision and strategy, number of employees, office locations and any Joint Venture Partners;
 - a. Workforce: Offerors should describe any programs or actions they undertake to attract, recruit, train, retain and promote minority and female employees, partners and associates and current representation of minorities and women;
 - b. Community Involvement: Offerors should describe any programs or initiatives they sponsor or support that further the development of minority or women-owned business enterprises;
 - c. Vendor Policies: Offerors should describe any procurement policies or practices they have adopted that provide M/WBE suppliers or services business opportunities.
3. Offeror must furnish a resolution or some other form of authority, signed by a Chief Executive Officer, Corporate Secretary, or managing partners, which lists the specific officers who are authorized to execute agreements on behalf of the firm;
4. Financial details demonstrating your firm's financial capacity to undertake and complete the project as proposed statements;
5. Offeror must provide a summary of the professional qualifications and experience of all team personnel who will be dedicated to the services described in this Request for Proposals. For each person identified, describe the following information:
 - a. Title and reporting responsibility;
 - b. Proposed role in this project, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate);
 - c. Pertinent areas of expertise and past experience;
 - d. Base location (local facility, as applicable);
 - e. CVs and corporate personnel profiles which describe their overall experience and expertise.

3.6.3 References

Offerors Minimum Requirements:

Offerors responding to this RFP must meet the following requirements:

- Have a minimum of three (3) years of experience in the field of electronic payment. Offerors who have less than three (3) years of experience may submit a proposal and may be considered by the selection committee, however, they are subject to disqualification at any time for not meeting this requirement.
- Project personnel must include at least one software engineer, one software programmer and a project manager, each with a minimum of three (3) years of experience in their respective fields.

Offeror must provide a minimum of three (3) client references, preferably from government contracts of similar scope and magnitude as described in this Request for Proposals, where their solution has been successfully implemented and in use for not less than one (1) year.

References must identify Offeror's staff members that worked on each project, budget, schedule and project summary. Descriptions should be limited to one page for each project. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client's reference:

- a. Client name, address, contact person name, telephone, and fax number;
- b. Description of services provided similar to the services outlined in this Request for Proposals;
- c. Nature and extent of Offeror's involvement as the prime contractor;
- d. Identify services, if any, subcontracted, and to what other company;
- e. Total dollar value of the contract;
- f. Contract term (start and expiration).

The City may solicit relevant information concerning Offeror's record of past performance from previous clients, or any other available sources.

3.6.4 Solution Description

Each Offeror must submit a comprehensive and detailed description of the process by which it will perform the services described in this Request for Proposals. Offerors are free to make recommendations of any additional features that they deem may be beneficial to the City meeting or exceeding its goals.

All proposals must include anticipated costs and the anticipated timeline for completion. Each Offeror must provide an estimate of what resources or equipment the City will have to apply to successfully implement their proposed solution. This estimate must, at a minimum, identify the reason, type and applied manpower hours that the Offeror expects the City to provide.

3.6.5 Deployment Plan

Offeror must include a comprehensive and detailed deployment plan with tasks over a proposed period of time. Offeror must describe the project management methodology that will be used to execute their proposed deployment plan.

The anticipated timeline for this project is to have all aspects of this proposal in production no later than the end of the first quarter of 2019. Each proposal shall, at a minimum, reference the anticipated timeline for this project. All costs should, at a minimum, reflect the ability to meet your proposed timeline. Offerors may, in addition, provide alternative timelines to be accompanied by an explanation of variance from the periods listed.

The Offeror must provide an estimate of what resources, if any, that the City will have to apply to successfully implement their proposed solution. This estimate must at a minimum identify the type and applied manpower hours that the Offeror expects the City to provide.

3.6.6 Dedicated Resources

Each proposal must contain a description of the facilities, equipment, personnel, communication technologies and other resources that Offeror will make available to the City for purposes of the implementation and successful completion of the proposed project and related services.

Each Offeror must provide a summary of their professional qualifications and the experience of all team personnel who will be dedicated to the services described in this Request for Proposals. For each person identified, describe the following information:

- i. Title and reporting responsibility;
- ii. Proposed role in this project, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate);
- iii. Pertinent areas of expertise and past experience;
- iv. Base location (local facility, as applicable);
- v. Curriculum vitae and corporate personnel profiles which describe their overall experience and expertise.

3.6.7 Fee Structure

Each Offeror shall provide a detailed list of all costs related to its performance of the portion of the proposed project for which it is submitting a proposal. To the extent that the Offeror proposes any optional features, such costs must be separately referenced and shall include any and all additional costs attributed to such features.

Each proposal shall include proposed billing rates. Rates shall remain constant for the entire term of the proposed contract and shall be inclusive of:

- a. All costs necessary for the reasonable performance of the software and hardware, including but not limited to, software upgrades, technical support, maintenance, service requests, and operator training.
- b. Price quoted shall include delivery and installation.

Each fee proposal shall contain the following information:

- a. Description on Offeror's pricing model
- b. Methodology for pricing in terms of government clients
- c. A software cost summary
- d. The annual cost for a technical support and maintenance services for the next five years. Must also include the percentage upcharge for the annual cost after the five (5) years expires.
- e. The cost of Development or technical services (time and materials) for any additional development work the City may choose to have done over the life of the contract.
- f. Five-year costs for maintaining an N-1 applications environment
- g. A cost summary in relation to implementation and other service costs
- h. A training cost summary
- i. A list of any required third-party software, including a statement of whether the software is available for purchase directly from the Offeror
- j. Identify any contracts that are required by end users
- k. Describe any applicable software maintenance charges
- l. Proposed overall costs if the Offeror is awarded the entire project

4 Evaluation and Selection Process

The process for selecting a successful proposal(s) from this Request for Proposals will be an open and competitive process. The professional services sought herein are not subject to New York State competitive bidding requirements. Therefore, while total costs will be considered in the award of any contract arising from this Request for Proposals, it is not the determining factor. The lowest cost of any proposal may not necessarily be selected.

The City intends to award a contract to the Offeror(s) whose proposal it deems to be in the best interests of the taxpayers. The City is under no obligation to award any contract in whole or in part, and it reserves the right, in its' sole discretion, to cancel this Request for Proposals at any time before or after closing, without providing reasons for such cancellation. If only one proposal is received, the City reserves the right to reject it.

4.1 Evaluating Proposals

Proposals received in response to this Request for Proposals will be reviewed by an Evaluation Committee (EC) consisting of representatives from the departments of Administration, Finance, Policy & Urban Affairs, Management Information Systems, and representatives from and other relevant City department.

The EC will evaluate each proposal based on the criteria outlined in Section 4.2 of this Request for Proposals.

4.2 Evaluating Criteria

The evaluation criteria that the EC will use are based upon the Offeror demonstrating their prior proven expertise in assisting municipal organizations in redesigning websites as well as the criteria outlined in this section.

The evaluation criteria that the EC will consider may include, but shall not be limited to, the following factors:

1. Compliance with Request for Proposals requirements
2. Demonstrative expertise in development of a Payment Portal
3. Staff availability to perform tasks, including experience
4. Proposed work plan and methodology to achieve desired results
5. Estimated time frame for project completion
6. Proposed cost
7. Experience and references

The evaluation of each proposal will be organized into three (3) phases of scoring:

Phase I- Written Technical Proposal Assessment - 15%:

Phase I will involve the two steps of a compliance review and a technical review. The compliance review step involves an assessment of the Offeror's compliance with and adherence to all submittal requirements requested in Section 2.3: Requirements and Scope of Work. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be rejected from further consideration due to "non-responsiveness" and rated non-responsive. Proposals providing responses to all sections will be eligible for detailed analysis.

In the technical review step, the EC will evaluate the extent to which an Offeror's proposal meets the project requirements set forth in the Request for Proposals. Within this step, the EC review will also include a detailed analysis of the Offeror's qualifications, experience, proposed implementation plan, and other factors based on the evaluation criteria outlined in Section 3.6 Required Content.

Phase II- Proposal Financial and Offeror Viability Assessment - 15%:

In Phase II the evaluation committee, will review the pricing and financial information provided by each Offeror. The EC may also review any other information that is available to it to determine the long-term viability of the Offeror, including

but not limited to information gained by checking references and by investigating the Offeror's financial condition.

The City reserves the right to seek clarification of any information that is submitted by any Offeror in any portion of its Proposal or to request additional information at any time during the evaluation process. The City reserves the right to add any additional criteria deemed appropriate which would lend it to establishing the Offeror's viability to perform the work as outlined in this Request for Proposals.

Phase III- Proposed Demonstration and Project Team Interview – 50%:

In Phase III selected Offerors will be invited to present demonstrations of their vision of the electronic payment processes, on-line citizen portal and the point of sale hardware/software which will be used as well as participate in project team interviews.

All team personnel, or their representative, described in Section 3.6.6 Dedicated Resources must be available for a project team interview. Mock demonstration and project team interviews may take place in person or via webinar, at the Offeror's discretion. Offeror must state their selected method in their proposal.

Phase IV – Minority and Women Participation – 20%

Phase IV's review will include an analysis of the Offeror's minority and women workforce development, policies, and community involvement. Each Offeror must provide demonstrative evidence of how it meets these factors as more fully described in Section 3.6.2 Company Profile. The weight given to each factor is as follows:

- 15% Offeror's minority workforce development, community involvement and Offeror policies
- 5% Offeror's women workforce development, community involvement and Offeror policies

Any Offeror that deems itself unable to comply with this portion of the Request for Proposals shall explicitly state so in their proposal.

4.3 City of Buffalo's Good Faith Effort

All information provided in this Request for Proposals is provided in good faith and represents the Department and City's best efforts to convey with accuracy and full disclosure of all information that may be directly relevant to this Request for Proposals. However, in a demonstration project such as this Request for Proposals, inadvertent errors and unidentified contradictions may have been made. The City bears no responsibility for any costs, current or future, for these details.

4.4 City's Reservation of Rights

1. All costs incurred by the Offeror in connection with responding to this Request for Proposals and for participating in this procurement process shall be borne solely by the Offeror.
2. The City reserves the right, in its sole discretion, to reject for any reason any and all responses or components thereof and to eliminate any and all Offerors responding to this Request for Proposals from further consideration for this procurement.
3. The City reserves the right, in its sole discretion, to reject any Offeror that submits incomplete responses to this Request for Proposals, or proposal that is not responsive to the requirements of this Request for Proposals.
4. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this Request for Proposals, or otherwise request additional information.
5. All proposals in response to this Request for Proposals shall become the property of the City and will not be returned.

6. All proposals in response to this Request for Proposals shall constitute public records subject to disclosure.
7. The City may request that Offerors personally attend or send representatives to the City for interviews and a demonstration of Offeror's proffered services.
8. Any and all proposals in response to this Request for Proposals that are not received by the Department of Management Information Systems by 11:00 AM on October 3rd, 2018 will be rejected.
9. Neither the City, nor its officers, officials nor employees shall be liable for any claims or damages resulting from the solicitation or preparation of the proposal in response to this Request for Proposals.

The City reserves that it may, in its' sole discretion, exercise the following rights and options with regard to this Request for Proposals and the procurement process in order to obtain the most advantageous offer for the City:

1. To waive irregularities and/or minor non-compliance by any Offeror with the requirements of this Request for Proposals;
2. To request clarification and/or further information from one or more Offerors after closing without becoming obligated to offer the same opportunity to all Offerors;
3. To enter into negotiations with one or more Offerors without being obligated to negotiate with, or offer the same opportunity, to all Offerors;
4. To reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost and to create a project of lesser or greater expense and reimbursement than described in this Request for Proposals or the Offeror's proposal based on the prices submitted;
5. To determine that any proposal received in response to this Request for Proposals complies or fails to comply with the terms set forth herein;
6. To determine whether any perceived or actual conflict of interest exists that would affect or impair the award of any contract arising from this Request for Proposals to an Offeror(s);
7. To waive any technical non-conformance with the terms of this Request for Proposals;
8. To change or alter the schedule for any events called for in this Request for Proposals;
9. To conduct investigations of any or all of the Offerors, as the City deems necessary or convenient, to clarify the information provided as part of the proposal and to request additional information to support the information included in any proposal;
10. To suspend or terminate the procurement process described in this Request for Proposals at any time. If terminated, the City may determine to commence a new procurement process without any obligation to the Offerors;
11. The City shall be under no obligation to complete all or any portion of the procurement process described in this Request for Proposals.

Offerors are advised to submit a complete offer as their proposal. Any waiver, clarification or negotiation will not be considered as an opportunity for Offerors to correct errors in their proposal.

5 GENERAL TERMS/REQUIREMENTS

5.1.1 Contract Award

The successful Offeror(s) may be awarded a five (5) year contract with the options for renewal, at the sole discretion of the City. Following the initial five (5) year term, the contract shall be subject to one-year renewals until such time as the City determines, in its' sole discretion, to terminate or not renew the contract. All renewals shall be in writing and the pricing shall remain unchanged, except where the price has been modified as a result of the City's election to have Offeror install additional features to the software. Such terms ensure that there will be no interruptions in the services required to provide necessary while maintaining a high level of service.

The City reserves the right to enter into separate contracts with the successful Offeror for the installation of any of the optional features described in the Offeror's proposal, at such time(s) that the City determines, in its' sole discretion, to proceed with such installation(s). Notwithstanding any provision to the contrary, any such future contract(s) shall not exceed the price originally quoted in Offeror's proposal, except to the extent that the proffered product and service is superior to what which was originally described in the Offeror's proposal.

The contract with the successful Offeror(s) shall include the terms of this Request for Proposals and together with those terms of the Offeror's proposal, which are not inconsistent with the Request for Proposals, and which have been specifically accepted by the City of Buffalo.

5.1.2 Indemnification/Hold Harmless

For any contract arising from this Request for Proposals, the successful Offeror(s) shall defend, indemnify and save harmless the City and its officers and employees from all claims, suits, actions, damages, losses, and costs of every name, nature, and description to which the City may be subjected or put by reason of any injury to the person or property of another, or the property of the City, resulting from the negligence or carelessness, active or passive, of the Offeror, its employees, agents or subcontractors, in the performance of any work under the contract. In addition to and in furtherance of the foregoing indemnity, the insurance coverage described herein must include language that states that the insurance carrier will defend the City for any and all claims arising or resulting from the contract. Furthermore, the whole, or so much of the money to become due under the contract as shall be considered necessary by the City, may be retained by it until all suits or claims for damages shall have been settled or otherwise disposed of, and evidence to that effect furnished to the satisfaction of the City.

5.1.3 Insurance Coverage Requirements

The City of Buffalo requires insurance coverage as listed below for this service. Note: The term "Offeror" shall also include the successful Offeror(s), their respective agents, representatives, employees or subcontractors; and the term "City of Buffalo" (hereinafter called the "City") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions. The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or exclude the City from additional limits and coverage provided. Coverage shall be primary and non-contributory.

Minimum Scope and Limits of Insurance

5.1.3.1 Workers' Compensation Insurance and Disability Insurance:

With respect to all operations the Offeror performs the Offeror shall carry Workers' Compensation Insurance and Disability Insurance in accordance with the requirements of the laws of the State of New York. Evidence of Workers' Compensation Insurance and Disability Insurance must be provided on the New York State approved form. The Acord form is not acceptable. Each certificate of insurance evidencing such coverages shall be submitted by the Offeror and must name the City of Buffalo as certificate holder.

5.1.3.2 Commercial General Liability Insurance:

With respect to all operations the Offeror performs the Offeror shall carry Commercial General Liability insurance providing for a total limit of not less than one million dollars (\$1,000,000) per occurrence for each job site or location for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification provided under this contract. Each annual aggregate limit shall not be less than two million dollars (\$2,000,000). A certificate of insurance evidencing such coverage shall be submitted by the Offeror and must name the City of Buffalo as additional insured and certificate holder.

5.1.3.3 Commercial Automobile Liability Insurance:

With respect to any owned, non-owned, or hired vehicles the Offeror shall carry Automobile Liability insurance providing not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage. A certificate of insurance evidencing such coverage shall be submitted by the Offeror and must name the City of Buffalo additional insured and certificate holder.

5.1.3.4 Professional Liability Insurance:

With respect to any damage caused by an error, omission or any negligent acts of the Offeror performed under this contract the Offeror shall carry Professional Liability insurance providing not less than one million dollars (\$1,000,000) of coverage per claim for any wrongful act. A certificate of insurance evidencing such coverage shall be submitted by the Offeror and must name the City of Buffalo as certificate holder.

5.1.3.5 "Tail" Coverage:

If any of the required liability insurance is on a "claims made" basis "tail" coverage will be required at the completion of this contract for the duration of 24 months, or the maximum time period reasonably available in the marketplace. Offeror shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the pertinent Contract. If continuous "claims made" coverage is used, Offeror shall be required to keep the coverage in effect for the duration of not less than 24 months from the end of the Contract.

5.1.3.6 Acceptability of Insurers:

All of Offeror's insurance policies shall be written by insurance companies licensed in the State of New York and authorized to do business in the State of New York or otherwise acceptable to the City's Comptroller in his sole discretion.

5.1.3.7 Subcontractors:

The Offeror shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the work performed by the subcontractor. All Certificates of Insurance shall be provided to the Corporation Counsel's office as required herein and must be acceptable to the Corporation Counsel in his sole discretion.

5.1.3.8 Aggregate Limits:

Any aggregate limits must be declared to and approved by the City. It is agreed that the Contractor shall notify the City when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Offeror agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid for solely by the Offeror. Deductibles and Self-Insured Retentions: Any deductible or self-insured retentions must be declared to and approved by the City. All deductibles or self-insured retentions are the sole

responsibility of the Offeror to pay and/or to indemnify.

5.1.3.9 Notice of Cancellation or Nonrenewal:

Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

5.1.3.10 Waiver of Governmental Immunity:

Unless requested otherwise by the City, the Offeror and his insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

5.1.3.11 Certificates of Insurance:

As evidence of the insurance coverage required for any contract arising out of this Request for Proposals, the Offeror shall furnish certificate(s) of insurance to the Executive Department prior to the award of the contract and prior to the Offeror's commencement of work under the contract. The certificate(s) will specify all parties who are endorsed on the policy as additional insureds (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to:

Luis E. Taveras, Ph.D.
Chief Information Officer
Management Information Systems
65 Niagara Square
Room 1201 City Hall
Buffalo, New York 14202

5.1.4 Non-Discrimination

The successful Offeror(s) shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The successful Offeror(s) shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Offeror(s) shall, in all solicitations or advertisements for employees placed by or on behalf of the Offeror(s), state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam era, and comply in all other aspects with the requirements the Buffalo City Code and Ordinances.

5.1.5 Americans with Disabilities Act Compliance Provisions

Any Offeror(s) awarded a contract pursuant to the Request for Proposals are required to abide by the regulations of the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires Offerors associated with the City of Buffalo to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Offeror(s) also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination.

In the event of the contractor's noncompliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible by the Buffalo Common Council from any further participation in City contracts in addition to other remedies as provided by law.

5.1.6 Executive Order 16-04

The City encourages the selection of individuals, firms and businesses that are active in the recruitment, training and retention of women, blacks, Hispanics and all other minority groups. The inclusion of specific selection criteria for those individuals, firms and businesses desiring to provide professional services to the City, that also considers the firm's recruitment, training and retention of Women, Blacks, Hispanics and all other minority groups, supports and encourages these practices.

Pursuant to Executive Order 16-04, issued in accordance with the laws of the State of New York and Article 2, Sections 2-3 and Article 4, Section 4-1 of the Charter of the City of Buffalo, all City departments are required to incorporate into their Requests for Proposals (RFPs) or Requests for Qualifications (RFQs) for professional services, including but not limited to, legal, architectural, accounting and engineering services, the following:

1. A minimum of fifteen percent (15%) of the total score of the professional services response to a RFP or RFQ issued by the City of Buffalo is to be based on the Offeror's minority workforce development, community involvement and vendor policies;
2. A minimum of five percent (5%) of the total score of the professional services response to a RFP or RFQ issued by the City of Buffalo is to be based on the Offeror's women workforce development, community involvement and vendor policies.
3. The factors to be considered include, but are not limited to, the following:
 - a. Workforce: Offerors should describe any programs or actions they undertake to attract, recruit, train, retain and promote minority and female employees, partners and associates and current representation of minorities and women.
 - b. Community Involvement: Offerors should describe any programs or initiatives they sponsor or support that further the development of minority or women-owned business enterprises in the City of Buffalo.
 - c. Vendor Policies: Offerors should describe any procurement policies or practices they have adopted that provide M/WBE suppliers or services business opportunities.

5.1.7 General Compliance

The successful Offeror(s) agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this contract.

5.1.8 Performance Monitoring

The City will monitor the performance of the successful Offeror(s) against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Offeror within a reasonable period of time after being notified by the City, contract termination procedures will be initiated. All work submitted by Offeror shall be subject to the approval and acceptance by the City. The City shall review each portion of the work when certified as complete and submitted by the Offeror and shall inform the Offeror of any apparent deficiencies, defects, or incomplete work, at any

stage of the project.

5.1.9 Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The successful Offeror(s) shall at all times remain an independent contractor with respect to the services to be performed under the contract. Any and all employees of Offeror(s) or other persons engaged in the performance of any work or services required by Offeror under the contract shall be considered employees or sub- Offerors of the Offeror only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of New York or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered herein, shall be the sole obligation and responsibility of Offeror.

5.1.10 Accounting Standards

The successful Offeror(s) agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under the contract.

5.1.11 Retention of Records

The successful Offeror(s) shall retain all records pertinent to expenditures incurred under the contract for a period of three years after the resolution of all audit findings.

5.1.12 Inspection of Records

All records with respect to any matters covered by the contract shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

5.1.13 Living Wage Policy

The Buffalo Living Wage ordinance applies to City contracts for services of more than \$50,000 value when the City contracts with a contractor employing more than ten people. The attached City of Buffalo Living Wage Commission Application For Contract with the City of Buffalo must be completed and accompany your response to this Request for Proposals.

5.1.14 Applicable Law

The laws of the State of New York shall govern all interpretations of this contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Erie, State of New York, regardless of the place of business, residence or incorporation of the Offeror. Each party agrees that all claims and matters shall be heard and determined in any such court and each party waives any right to object to such filing on venue, forum non-convenient or similar grounds.

5.1.15 Conflict and Priority

In the event that a conflict is found between provisions in any contract arising from this Request for Proposals, the successful Offeror's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Request for Proposals; and 3) Offeror's Proposal.

5.1.16 Ownership of Materials

Notwithstanding the Offeror's proprietary information, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, equipment or other materials resulting from any contract arising from this Request for Proposals shall constitute the property of the City. The City may use, extend, or enlarge any document produced under the contract without the consent, permission of, or further compensation to the Offeror.

5.1.17 Termination

The City shall have the unilateral right to terminate any contract awarded hereunder, without cause, upon thirty (30) days written notice to the Offeror.

If termination shall be without cause, the City shall pay contractor all compensation earned to the date of termination. If the termination shall be for breach of this contract by the successful Offeror(s), the City shall pay all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach.

Notwithstanding the above, the Offeror shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of the contract by the Offeror. The City may, in such event, withhold payments due to the Offeror for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Offeror, from asserting any other right or remedy allowed by law, equity, or by statute.

5.1.18 Prime Contractor Responsibility

All sub-contractors will be subject to prior approval by the City. Prior to contract execution, the successful Offeror(s) will be required to furnish the corporate or company name and the names of the officers and principals of all sub-contractors. Notwithstanding any such approval by the City, the successful Offeror(s) shall itself be solely responsible for the performance of all work set forth in any contract resulting from the Request for Proposals and for compliance with the price and other terms provided in the contract. The successful Offeror(s) shall cause the appropriate provisions of its proposal and the contract to be inserted in all subcontracts.

The City's consent to or prior approval of any subcontract or subcontractor proposed by an Offeror shall not create or purport to create any obligation of the City to any such subcontractor, or any form of contractual relationship or relationship of privacy between the City and the subcontractor. Any Offeror who obtains such approval or consent of the City shall be required to insert a clause so providing in all subcontracts.

5.1.19 Disclaimer

This Request for Proposals and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. This Request for Proposals is not binding on the City. No other party, including any Offeror to this Request for Proposals or further Offerors to any Request for Proposals that may be issued by the City, is intended to be granted any rights hereunder. Any response to this Request for Proposals, including written documents and verbal communication, with the exception of materials marked as trade secrets or confidential, may be subject to public disclosure by the City, or any authorized agent of the City. Any materials submitted or ideas elicited in response to this Request for Proposals shall be the sole and absolute property of the City with the City having title thereto and unrestricted use thereof.

5.1.20 Publicity

All publicity (including, but not limited to, news releases, news conferences, and commercial advertising) relating to this Request for Proposals and/or the services or products sought by this Request for Proposals and/or any contract awarded pursuant to this Request for Proposals shall require the prior written approval of the City.

5.1.21 Offerors Restricted

No proposal shall be accepted from or contract awarded to any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. No Offeror may be the prime contractor or prime Offeror for more than one proposal submitted pursuant to this Request for Proposals. Entities that are legally related to each other or to a common entity may not submit separate proposals as prime contractors or prime Offerors. Any proposal may be rejected that, in the City's sole judgment, does not comply with these conditions. Nothing contained in this Request for Proposals is intended to preclude a proposal by a system integrator that proposes to perform the substantive work proposed through sub-contractors.

5.1.22 New York State Executory Clause

Any contract(s) arising from this Request for Proposals shall be deemed executory only to the extent of monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the City beyond the amount of such monies. Neither the full faith and credit nor the taxing powers of the City of Buffalo are pledged to the payment of any amount due or to become due under such contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contract.

5.1.23 Copyright and Patent Rights

The successful Offeror(s) warrants that there are no existing claims of violation and Offeror has no knowledge of any potential claims of violation of copyrights or patent rights in products being offered in their proposal as of the date of proposal submission. Offeror(s) shall indemnify and defend the City of Buffalo in any claim or action brought against the City of Buffalo based upon a claim that the software or hardware provided by the Offeror violated any copyright or patent rights.

5.1.24 Freedom of Information Law

The City of Buffalo is subject to the provisions of Article 6 Section 89 of New York State Public Officer's Law, entitled the Freedom of Information Law. All proposals, in their entirety, submitted in response to this Request for Proposal shall constitute a record subject to public disclosure pursuant to the Freedom of Information Law. It is the sole responsibility of each Offeror to this Request for Proposal to identify those portions deemed to constitute a "trade secret" or proprietary information of the commercial enterprise. Any such information shall be clearly marked "CONFIDENTIAL". The phrase trade secret is more extensively defined to include a formula, process, device or compilation of information used in one's business which confers a competitive advantage over those in similar businesses who do not know it or use it. The subject of the trade secret must not be of public knowledge or of a general knowledge in the trade or business. A corresponding letter, on company letterhead, must be provided describing the factors and extent to which the disclosure of the "CONFIDENTIAL" information would cause substantial injury to the competitive position of the commercial enterprise. The entire proposal shall not be marked "CONFIDENTIAL". Any portion of the proposal that is not clearly identified as "CONFIDENTIAL" may be disclosed pursuant to the Freedom of Information Law. THE CITY OF BUFFALO DOES NOT ASSUME ANY RESPONSIBILITY WHATSOEVER TO ANY OFFEROR IN THE DISCLOSURE OF RECORDS PURSUANT TO THE FREEDOM OF INFORMATION LAW, COURT ORDER, OR ANY OTHER METHOD OF DISCLOSURE PROVIDED FOR UNDER THE LAW.

**CITY OF BUFFALO
DEPARTMENT OF ADMINISTRATION, FINANCE, POLICY & URBAN AFFAIRS
DIVISION OF PURCHASE
65 NIAGARA SQUARE, ROOM 1901 CITY HALL
BUFFALO, NEW YORK 14202
REGULATIONS**

FOR ENTERING FORMAL PROPOSALS FOR MATERIALS, SUPPLIES, EQUIPMENT AND SERVICES

1. METHOD OF TENDERING PROPOSALS.

- (A) ALL OFFERORS MUST TENDER THEIR PROPOSAL ON THE FORM FURNISHED WITH THESE SPECIFICATIONS and shall execute the form in ink or typewriter, without alteration or additions of any kind. Except for catalogs or other descriptive literature specified or requested, ANY LETTERS OR OTHER PAPERS ATTACHED TO PROPOSALS OR SUBMITTED UNDER SEPARATE COVER CONTAINING CONTINGENT CLAUSES OR MODIFICATIONS TO THESE SPECIFICATIONS WILL NOT BE ACCEPTED. Any deviation or minor points of variance shall be specifically shown and stated in the space provided on the proposal sheet or on a separate sheet of paper, and only those deviations or minor variations contemplated or permitted thereby will be considered.
- (B) No person, co-partnership, or corporation, shall submit more than one proposal, either directly or by agent. Each Offeror shall sign said proposal with his/her full name, in his/her own handwriting, and, if a partnership, each partner must sign; if a corporation, the corporate name shall be signed, and signed and acknowledged by a duly authorized officer thereof.
- (C) All Offerors must submit with their proposal a statement indicating that they will work toward a minority workforce goal of 25%, and woman workforce goal of 5%. In addition, a statement must be submitted indicating that the Offeror will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%.

Form EEO-2 is enclosed along with the Living Wage Statement. Both must be completed and returned with your proposal. All proposals not containing the completed forms shall be rejected.

2. QUALIFICATIONS FOR OFFEROR.

Ordinarily, proposals are not considered from Offerors on supplies, material or equipment, if the Offeror or manufacturer of same is in bankruptcy, or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract, but the Director of Purchase reserves the right to accept or reject such proposals in the best interest of the City. No proposal shall be accepted from any person or corporation that is in arrears to the City upon any debt or contract.

3. CONTRACT AND BOND.

- (A) The successful Offeror will be required to enter into a contract and furnish a performance bond guaranteeing the faithful performance of the contract in the penal amount of the contract price, such bond to be executed by the Offeror as principal, and by a duly incorporated company authorized to guarantee the performance of the contract and to do business in the State of New York as surety. Said bond to be approved by the Corporation Counsel as to form and by the Comptroller of the City of Buffalo as to sufficiency of the bond. The amount of the performance bond shall be based on the total amount of the contract, arrived at by the additions of the totals for all groups or units listed thereon.
- (B) ALTERNATIVES TO PERFORMANCE BONDS. Where the cost for the purchase of materials, supplies or equipment does not exceed two hundred fifty thousand dollars (\$250,000.00), the head of the City agency charged with the execution of the contract may, in his/her discretion, waive the requirement of a performance bond and authorize instead the submission of a certified check, bank draft or irrevocable letter of credit in the amount of fifty percent (50%) of said cost. Where the cost of such purchase exceeds two hundred fifty thousand dollars (\$250,000.00), the Common Council may, upon the recommendation of the head of the City agency charged with the execution of the contract, waive the requirement of a performance bond and authorize instead the submission of a bank draft, certified check or irrevocable letter of credit in the amount of fifty percent (50%) of said cost.
- (C) EXCEPTIONS. Wherever the total of items awarded to any Offeror is less than \$10,000.00, purchase orders will be issued and no performance bond will be required.

This exception does not apply where a trade-in is involved. In such cases the gross total quoted amount shall be the determining figure. A bond, or other security, shall be required when the amount is \$10,000.00 and over.

4. DISCOUNT.

Offeror will please specify cash discount, if any; discount period to begin with receipt of invoice in the office of the Division of Purchase. The cash discount is not to be considered in determining the low proposal, except where proposals are otherwise identical.

5. PAYMENT.

Payment for material, supplies or equipment called for herein shall be made within thirty (30) days after approved completion of contract and the submission of proper invoice to the Comptroller's Office, 65 Niagara Square, Room 1225 City Hall, Buffalo, New York 14202.

6. GENERAL.

- (A) The Contractor shall not be allowed to take advantage of any errors or omissions. The Director of Purchase reserves the right to reject any and all proposals on any or all items in the proposal and to waive any informality. In case of error, unit price governs.
- (B) Should there be any question concerning these specifications, or the intent of these specifications, the prospective Offeror shall submit their questions to the Luis Taveras, Chief Information Officer ONLY.
- (C) These regulations, specifications, invitation for proposals, and the proposal are deemed to be incorporated in the contract.
- (D) The City reserves the right to reject any or all proposals.

7. TAXES.

Quotations shall not include any New York Sales Tax as municipalities of New York State are not subject to this tax. No Federal Tax of any kind shall be included unless the Federal Law specifically levies such tax against purchases made by the political subdivisions of a State.

8. TITLE.

Contractor must transfer, or otherwise supply for use good and incontrovertible title to all equipment furnished hereunder free and clear of all liens and encumbrances of whatever name and nature.

9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to Article 22 of the City Charter, no contractor awarded a contract pursuant to Request for Proposals shall assign or subcontract all or any part of such contract to any person, firm or corporation by whom a proposal was submitted to the City for the same contract.

For purposes of any contract arising from this Request for Proposals process, no contractor shall assign, subcontract, transfer or otherwise dispose of the contract, or any part thereof, or any right, title or interest thereunder. Any such purported action shall be null and void.

10. NATIONALLY KNOWN CORPORATIONS.

The Director of Purchase reserves the right to determine which corporations, companies and or other entities are to be designated as nationally known, and his/her decision will be final.

11. DELIVERY DATE, PENALTIES AND EXTENSIONS OF TIME.

The delivery date shall be considered by the Director of Purchase in making the award. Such delivery date shall be of the essence of the contract.

If the contractor and/or supplier fails to complete the contract within the specified delivery date or within any extensions thereof granted in accordance with this section, the City may elect to permit the contractor and/or supplier to proceed with and complete the contract, provided, however, that in any such case such permission shall not be deemed a waiver in any respect by the City of the contractor's and/or supplier's liability for damages or expenses thereby incurred by the City as a result of the failure to complete delivery within the specified time, but such liability shall continue in full force against the contractor and/or supplier as if such permission had not been granted.

In order to avoid all controversy in the determination of actual damages or expenses to the City for the delay in completion of the contract by reason of the City's election not to terminate the right of the contractor and/or supplier to proceed with the completion of the contract, the contractor and/or supplier and their surety shall be liable for and shall pay or allow to the City a sum equal to one percent (1%) of the total amount of the contract per day as fixed and agreed liquidated damages for each and every calendar day, Sundays and holidays included, after the date fixed for delivery during which time the contract shall remain incomplete, and any such damages and expenses may be deducted by the City from any payment or payments then due or thereafter to fall due to the contractor and/or supplier.

No extension of time for completion of this contract shall be granted unless the contractor and/or supplier shall make written application to the Director of Purchase no later than five (5) calendar days prior to the specified delivery date for an extension of time to complete delivery and the Director of Purchase shall have granted such extension in writing no later than the date upon which delivery was to have been made. The granting of any such extension and the length of time thereof shall be in the sole discretion of the Director of Purchase.

12. NON-COLLUSIVE BIDDING CERTIFICATION.

If the Offeror is a corporation, the execution of the non-collusive certification in the form of proposal shall be deemed to include the signing to non-collusion as the act and deed of the corporation.

No proposal shall be considered for an award nor will any award be made to a Offeror where the proposal does not include the statements as to non-collusion as set forth in the form of proposal herein, provided however, that if in any case the Offeror cannot make the foregoing certification, the Offeror shall so state and furnish with the proposal a signed statement which sets forth in detail the reasons therefor. In such event the proposal shall not be considered for award nor shall any award be made unless the Director of Purchase determines that such disclosure was not made for the purpose of restricting competition. In this connection, it should be noted that the fact that a Offeror has published price lists, rates or tariffs covering items being procured or has informed prospective customers of the proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price as being proposed, does not constitute, without more, a disclosure to any other Offeror or to any competitor within the meaning of the non-collusive certification included in the form of proposal.

13. INQUIRIES

Pursuant to Article IX of New York State Finance Law §139-j, no Offeror shall engage in any impermissible contact with the governmental entity during the "restricted period" for this Request for Proposals. Contact shall include any oral, written or electronic communication with the governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entities conduct or decision regarding the governmental procurement. The "restricted period" shall mean the period of time commencing with the earliest written notice, advertisement or solicitation of a request for proposals, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from Offeror intending to result in a procurement contract with the governmental entity and ending with the final contract award and approval by the governmental entity and, where applicable, the State Comptroller. Except as otherwise permitted under State Finance Law §139-j(3), any contact with the governmental entity, other than to discuss current business with the City of Buffalo, or during the question and answer period (via email

ONLY) with the person/s identified below, may result in a Offeror's immediate disqualification. Offeror will be required to submit a Contract Certification Statement if awarded a contract.

All inquiries during the question and answer period only should be directed via e-mail only to: Daryl Springer: dspringer@city-buffalo.com by no later than 4:00 PM, September 5th, 2018.

The subject line must identify the Request for Proposals by title.

NON-COLLUSION BIDDING CERTIFICATION

PROJECT NAME: _____

PROPOSALS DUE DATE: _____

_____, being duly sworn, deposes and affirms that:
(Name)

I am the, _____, with the _____
(Title) (Company Name)

located at _____ am familiar with the enclosed proposal or
(Company Address)

bid submitted herein to the City of Buffalo, a municipal corporation with offices located at 65 Niagara Square, Buffalo, New York; and

Where pursuant to New York State General Municipal Law §103-d, every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury, I hereby affirm that the statements contained herein are true:

- (a) By submission of this bid or proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Dated: _____

Name:
Title:

State of New York)
County of Erie) ss

On _____ day of _____ in the year _____, before me the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and he/she acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public/Commissioner of Deeds



City of Buffalo *Living Wage Commission*

APPLICATION FOR CONTRACT WITH THE CITY OF BUFFALO

The City's Living Wage Ordinance applies to contracts for services in which the City pays – or receives – more than \$50,000 per year, and the contractor employs more than ten people. If you are bidding, responding to a Request for Proposals, or otherwise planning to make a contract with the City, you must complete this form, a copy of which will be forwarded to the City's Living Wage Commission. Your subcontractors need not file a separate Application, but they must pay a living wage. If you win the contract, you and your subcontractors will file quarterly reports with the Living Wage Commission.

You must certify that you will pay at least the hourly wages mandated by the Ordinance. As of January 1, 2018, the hourly rates are \$11.79 if the worker receives health benefits from the employer and \$13.24 if the employee does not. There will be an automatic cost-of-living adjustment each January 1.

There are two exceptions to the Ordinance. Professional contracts such as legal, architectural, or engineering services are not covered by the Ordinance. Also, persons employed in construction work covered by prevailing wage laws are exempt from the Ordinance.

The City department responsible for the contract should forward the completed Application for Contract of the employer chosen for the contract to: Living Wage Commission, c/o Cornell University ILR, 237 Main St., Suite 1200, Buffalo, NY, 14203.

1. Company Information

Company Name:	
Executive Officer:	
Address:	
City, State, Zip:	
Phone No.:	
Total No. of Employees:	

2. Please describe the specific project or service for which the contract is sought:

3. Contract Information

Dollar Value of Your Proposal/Contract:	
Identifying City Contract or Project Number:	
Start and End Dates of Contract:	

4. If you answer “Yes” to any of these, you need not complete parts 5, 6, and 7

A) Are <i>all</i> persons who will work under the contract construction workers covered by federal or state prevailing wage laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
B) Is this a contract for professional services such as legal, architectural, or engineering?	<input type="checkbox"/> Yes <input type="checkbox"/> No
C) Do you employ less than ten people?	<input type="checkbox"/> Yes <input type="checkbox"/> No
D) Is the total value of the contract less than \$50,000 per year?	<input type="checkbox"/> Yes <input type="checkbox"/> No

5. Please describe the employees who will work on this contract. Attach additional sheets as needed.

Job Title	Duties to be Performed	Hourly Wage	Receives Health Benefits?

6. Subcontractors

Will there be subcontractors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please provide name address, and phone for each subcontractor. Attach additional sheets as needed.	

7. Please provide a signature by an official of your company with the legal authority to make binding commitments.

I certify that if awarded a City contract I will fully comply with the Living Wage Ordinance.

Date: _____ Signature: _____

Print: _____

Title: _____

FORM 2A – OFFERORS AFFIRMATIVE ACTION STATEMENT

The _____
(Company Name)

hereby states that we will make good faith efforts to ensure a diverse workforce and minority business participation for this proposal/bid in accordance with the City of Buffalo Charter, Chapter 96, Bonds and Contracts.

We will work toward a minority workforce goal of 25%, and woman workforce goal of 5%. In addition, we will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%.

(Signature of Authorized representative of Offeror)

Date_____

BIDS/PROPOSALS FAILING TO INCLUDE OR COMPLETE ANY OF THE ABOVE ITEMS WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE ACCEPTED.

EEO-2



CITY OF BUFFALO

DEPARTMENT OF MANAGEMENT INFORMATION SYSTEMS

65 Niagara Square, 1201 City Hall

Buffalo, New York 14202

(716) 851-4836



TECHNOLOGY CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement is entered into as of this ____ day of the month of _____ in the year _____ between the City of Buffalo, a municipal corporation with offices located at 65 Niagara Square, Buffalo, New York 14202, hereinafter referred to as the "City" and

a company/individual/corporation, with offices located at _____, hereinafter referred to as the "Contractor".

WHEREAS, the City has expended substantial resources in developing its business operations, products and relationships with suppliers, manufacturers, customers and others in the United States and/or other countries; and

WHEREAS, New York State Public Officers Law permits the City to deny access to records that if disclosed, would jeopardize the capacity of the City or any entity that has shared information with the City to guarantee the security of its information technology assets, such assets encompassing both electronic information systems and infrastructures; and

WHEREAS, the City and Contractor are desirous of entering into a governmental relationship and/or transaction, which may include the City's granting of access to records and information that are not generally available to the public and that may properly be withheld from public disclosure where such records and information may include but not be limited to the disclosure of the City's critical infrastructure, including but not limited to, its operations, products, systems, assets, and information technology and/or details thereof; and

WHEREAS, the City has expressed to the Vendor its concerns over the disclosure and unauthorized re-dissemination to third parties of records, information, or details whether general or specific relative to the City's critical infrastructure, including its information technology, some of which may be proprietary and subject to copyright protection; and

WHEREAS, the City has expressed to the Contractor its concerns over the disclosure and unauthorized re-dissemination to third parties of such records or information relative to the City's critical infrastructure configuration, including its information technology, which, if disclosed, could jeopardize the health, safety, welfare or security of the City, its residents or its economy; and

WHEREAS, the City has conditioned its willingness to disclose or allow access to its critical infrastructure configuration, including its information technology, to the Contractor based upon the Contractors' agreement that the its' agents, employees, and/or representatives shall (i) keep confidential all records and information disclosed by the City, (ii) limit the use of all such records and information disclosed by the City for the sole purpose of activities related to the potential or actual governmental relationship between the Contractor and the City.

NOW THEREFORE, in consideration of the promises and agreements herein contained, the parties agree as follows:

That the purpose of this Agreement is to grant the Contractor limited conditional access to the City's critical infrastructure configuration, including its information technology, and such information that is not generally available or required to be made available to members of the public pursuant to applicable law.

ARTICLE 1 DEFINITIONS

Section 1.01 Definitions

As used in this Agreement, the words or phrases listed below shall have the meanings indicated:

(a) "Critical infrastructure" shall mean the systems, assets, places or things, whether physical or virtual, so vital to the City that the disruption, incapacitation or destruction of such systems, assets, places or things could jeopardize the health, safety, welfare or security of the City, its residents or its economy.

(b) "Confidential Information" means any data or information that is relative to the City's critical infrastructure, including its information technology, some of which may be proprietary and subject to copyright protection and not generally known or available to the public, , including, but not limited to, any plans, operations, specifications information, any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and any other information that should reasonably be recognized as confidential information of the City that if disclosed would jeopardize the security of its critical infrastructures and information technology assets, such assets encompassing both whether in tangible or intangible forms.

(1.) Notwithstanding anything in the foregoing to the contrary, confidential information shall not include information which: (a) was known by the Contractor prior to receiving the confidential information from the City; (b) becomes rightfully known to the Contractor from a third-party source not known (after diligent inquiry) by the Contractor to be under an obligation with the City to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Contractor in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation.

ARTICLE II COVENANTS AND AGREEMENTS

Section 2.01. Confidentiality of Information; Duty of Non-Disclosure

Contractor acknowledges that the dissemination or unauthorized re-dissemination to third parties of the City's confidential information could jeopardize the security of the City's critical infrastructures, including its' information technology, assets, tangible and intangible, electronic and physical infrastructures.

Contractor shall not disclose to any person or entity except as necessary to in good faith conduct its investigation of a potential contractual relationship with the City, or use for its own personal or commercial gain any confidential information disclosed by the City or otherwise learned by reason of Contractors' contractual relationship with the City.

Section 2.02. Use of Confidential Information

Contractor agrees to use the confidential information solely in connection with the current or contemplated contractual relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the City. No other right or license, whether expressed or implied, in the confidential information is granted to the Contractor hereunder. All rights and title to the confidential information shall remain solely with the City. All use of the confidential information by the Contractor shall be for the benefit of the City and any modifications and improvements thereof by the Contractor shall be the sole property of the City.

Section 2.03. Compelled Disclosure of Confidential Information

Notwithstanding anything in the foregoing to the contrary, the Contractor may disclose confidential information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Contractor promptly notifies, to the extent practicable, the City in writing of such demand for disclosure so that the City, at its' sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the confidential information. The Contractor agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the City with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the City is unable to obtain or does not seek a protective order and the Contractor is legally requested or required to disclose such confidential information, disclosure of such confidential information may be made without liability.

Section 2.04. Term

This Agreement shall remain in effect until the latter of such time as the City provides to the Contractor thirty (30) days written notification of its termination of this contract, or one (1) year following the disclosure of the confidential information as described under subsection (b)(1) of Section 1.01 entitled Definitions.

Section 2.05. Remedies

Both parties acknowledge that the confidential information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the confidential information would result in a significant security risk to the City. The damages to City that would result from the unauthorized dissemination of the confidential information would be impossible to calculate. Therefore, both parties hereby agree that the City shall be entitled to injunctive relief preventing the dissemination of any confidential information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The City shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

Section 2.06. Return of Confidential Information

Contractor shall immediately return and redeliver to the other all tangible material embodying the confidential information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any confidential information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder or (ii) the termination of this Agreement. Alternatively, the Contractor, with the written consent of the City may (or in the case of Notes, at the Contractor's option) immediately destroy any of the foregoing embodying confidential information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Contractor supervising the destruction).

Section 2.07. Notice of Breach

Contractor shall notify the City in writing immediately upon discovery of any unauthorized use or disclosure of confidential information by Contractor or its representatives, or any other breach of this Agreement by Contractor or its representatives, and will cooperate with efforts by the City to help the City regain possession of confidential information and prevent its further unauthorized use.

Section 2.08. Severability

Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the confidential information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall read and be enforced as though it were included herein. If through mistake or otherwise, any such provision is not inserted, or is not properly inserted, then upon written application of either party, this Agreement shall be forthwith physically amended to make such insertion or correction.

Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

Section 2.09. Prior Agreements

This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

Section 2.10. Jurisdiction

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of New York State applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of law provisions thereof. The Federal and state courts located in New York State shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

Section 2.11. Notices

Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

For City of Buffalo:

Luis E. Taveras, Ph.D.
Chief Information Officer
Management Information Systems
65 Niagara Square
1201 City Hall
Buffalo, New York 14202

For Vendor:

Section 2.12. Assignment

This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

Section 2.13. Miscellaneous

Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this date.

Date: _____

Luis E. Taveras, Ph.D.
Chief Information Officer
Dept. of Management Information Systems

Date: _____

Contractor

ACKNOWLEDGMENTS

State of New York)
County of Erie) ss.

On the day of _____, in the year 2018, before me, the undersigned, a notary public in and for said state, personally appeared _____, the _____ of _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity as _____ of said Company/Corporation/legal entity, and that by his/her signature executed the instrument.

Notary Public/Commissioner of Deeds

State of New York)
County of Erie) ss.

On the day of _____, in the year 2018, before me, the undersigned, a notary public in and for said state, personally appeared _____, Director of City of Buffalo Department of Management Information Systems, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Director of said Department, and that by his signature executed the instrument.

Notary Public/Commissioner of Deeds